

**DOCUMENT WESCHZ**

**08161 - [C3528625]**

**[Protest Alleging Improper Termination of Contract]. B-193159.  
December 15, 1978. 2 pp.**

**Decision re: Antilles Produce, Inc.; by Milton J. Socolar,  
General Counsel.**

**Contact: Office of the General Counsel: Procurement Law I.**

**Organization Concerned: Department of the Navy.**

**Authority: 55 Comp. Gen. 502. B-188054 (1977). B-185242 (1976).**

**B- 185861 (1976).**

**A company protested as improper the partial termination of its contract for the convenience of the Government. The decision to terminate a contract for the convenience of the Government is a matter of contract administration and thus not usually reviewed by GAO. (BRS)**

**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

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FILE: B-193159

DATE: December 15, 1978

MATTER OF: Antilles Produce, Inc.

**DIGEST:**

Protest based on allegedly improper termination of contract for convenience of the Government is dismissed since decision to terminate involves matter of contract administration not reviewed by GAO under Bid Protest Procedures except under circumstances not applicable here.

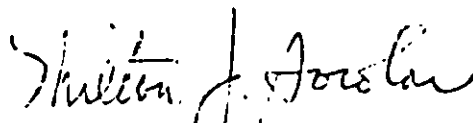
Antilles Produce, Inc. (Antilles), protests the partial termination of its contract with the Department of the Navy (Navy), to provide fresh produce for naval activities in Puerto Rico. Antilles was awarded the contract on September 1, 1978. On September 13, 1978, the contract was partially terminated for the convenience of the Government.

Antilles alleges that the partial termination was improper and that there "might have been some irregularities and discrimination" involved.

Generally, the determination as to whether a contract should be terminated for the convenience of the Government is a matter of contract administration and is not reviewed by this Office. See, e.g., Swiss Controls, Inc., B-185861, March 1, 1976, 76-1 CPD 141. However, we will review a termination for convenience when it appears that the termination resulted from bad faith or from a clear abuse of agency discretion, because a "bad faith" termination constitutes a breach of contract, and therefore entitles the contractor to breach of contract damages. See National Factors, Inc., et al. v. United States, 492 F.2d 98 (Ct. Cl. 1974). Additionally, we review terminations for

convenience when they are based on agency determinations that the initial contract awards were improper. See Kaufman DeDell Printing, Inc.-Reconsideration, B-188054, October 25, 1977, 77-2 CPD 321; The Ohio State University Research Foundation, B-135242, June 16, 1976, 76-1 CPD 381; Service Industries, Inc., et al., 55 Comp. Gen. 502 (1975), 75-2 CPD 345.

We cannot conclude that either exception is applicable here. The protester merely makes vague references to possible unspecified irregularities; no specifics in support of the general allegation have been furnished. Thus, it appears only that the protester is dissatisfied with the termination action and requests review by this Office in case there "might have been" some improper action by the Navy. We think this is insufficient to establish the likelihood that the complained of action is appropriate for our review. Consequently, and since it is apparent that the termination was not based on a determination that the original award was improper, the protest is dismissed.



Milton J. Sogolar  
General Counsel